

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA – RENO DIVISION

ALLY FINANCIAL INC., a Delaware
Corporation

Plaintiff,

vs.

ALLISON AUTOMOTIVE GROUP, INC., a
Nevada Corporation; WAYNE D. ALLISON,
an individual; GAIL M. ALLISON, an
individual

Defendants.

Case No.: 3:10-cv-00730-LRH -VPC

**TEMPORARY
RESTRAINING ORDER AND
SETTING HEARING ON
APPLICATION FOR WRIT OF
POSSESSION AND INJUNCTIVE
RELIEF**

[Application for Writ of Possession; Memo
of Points & Authorities; Affidavit of Kyle
Deutsch; [Proposed] Order Granting
Application for Writ of Possession filed
concurrently]

Hearing Date: TBD

Time: TBD

Location: 400 S. Virginia Street
Reno, NV 89501

Judge: Honorable Larry R. Hicks

Courtroom: 5

1 The *ex parte* Application of Plaintiff, ALLY FINANCIAL INC. ("ALLY")¹, for the
2 issuance of a temporary restraining order came on before the Honorable Larry R. Hicks, United
3 States District Court Judge for the District of Nevada.

4 The Court, having reviewed the application of ALLY for temporary restraining order, the
5 supporting declarations and memorandum of points and authorities and the complaint on file in
6 this action, and any opposition filed to the application, finds that ALLY has established that it is
7 entitled to the issuance of a temporary restraining order and has established the probable validity
8 that there is an immediate danger that the vehicles identified on the attached **Exhibit A**, the other
9 personal property described in the attached **Exhibit B** and the proceeds from the sale of any such
10 vehicle or other personal property (collectively the "Collateral"), may become unavailable to levy
11 and may become substantially impaired in value, and

12 GOOD CAUSE APPEARING, THEREFORE,

13 IT IS HEREBY ORDERED that:

14 1. Defendant ALLISON AUTOMOTIVE, INC. ("Allison Automotive"), received
15 timely and proper notice of this hearing on ALLY's Application for Writ of Possession and
16 Injunctive Relief under the Court's Local Rules.

17 2. ALLY has established the probable validity of its security interest in, and claim to
18 possession of, the vehicles identified on the attached **Exhibit A** and all of Allison Automotive's
19 furniture, fixtures, machinery, supplies and other equipment, all motor vehicles, tractors, trailers,
20 implements, service parts and accessories and other inventory of every kind, all accounts, contract
21 rights, chattel paper and general intangibles as described in the attached **Exhibit B**, that
22 Defendant Allison Automotive is in default on its loan obligations owing to ALLY as set forth in
23 the moving papers.

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26 ¹ Plaintiff ALLY is the successor in interest by name change to GMAC Inc. also
27 formerly known as GMAC LLC and General Motors Acceptance Corporation ("GMAC"). As
28 the successor in interest to GMAC by name change, ALLY has the right to enforce all agreements
that GMAC entered into with third parties, including defendants herein, and to collect all sums
due to GMAC thereunder.

1 3. ALLY has established that the Collateral is located at Allison Automotive's place
2 of business at 9190 S., Reno NV 89511 (collectively, the "Dealership").

3 4. Allison Automotive may sell or lease the Collateral in the ordinary course of
4 business only as provided in this Order:

5 a. At the time of any sale or lease of any vehicle, Allison Automotive shall
6 immediately notify ALLY of such sale or lease via email to the following email address:
7 kyle.deutsch@ally.com and by promptly delivering or faxing to ALLY a true copy of the written
8 contract of such retail sale or lease at 972-649-2218.

9 b. Allison Automotive shall turn over possession to ALLY and ALLY shall
10 maintain physical custody of titles for all vehicles in which ALLY has a lien or security interest,
11 whether or not financed by ALLY.

12 c. Within the earlier of three business days from delivery to a customer of a
13 vehicle identified on the attached **Exhibit A**, or one business day from Allison Automotive's
14 receipt of any of the sale proceeds for any retail sale or lease of a vehicle, including any vehicle
15 identified on **Exhibit A** that has been sold or leased on or before the date of this Order for which
16 defendant Allison Automotive received proceeds before or after the date of this Order, Allison
17 Automotive shall immediately and forthwith remit to ALLY by electronic funds transfer all
18 amounts received by Allison Automotive up to the amount advanced by ALLY to Allison
19 Automotive to acquire the vehicle (the "Advanced Price"). Any proceeds in excess of the
20 Advanced Price on a particular vehicle may be retained by Allison Automotive to use towards its
21 operating expenses. ALLY's security interest continues to attach to the proceeds in excess of the
22 Advanced Price to the extent they are not used to cover operating expenses;

23 d. Within the earlier of three business days from delivery to a customer of a
24 vehicle not identified on the attached **Exhibit A** (the "Non-Floored Vehicles"), or one business
25 day from Allison Automotive's receipt of any of the "cash" proceeds of such sale or lease of a
26 Non-Floored Vehicle, Allison Automotive shall immediately and forthwith remit to ALLY by
27 electronic funds transfer or other immediately available funds received by Allison Automotive in
28

1 the amount of 75% of Allison Automotive net sale price of the Non-Floored Vehicle after
2 payment of taxes, registration, and licensing.

3 e. Should Allison Automotive receive any vehicle as a "trade-in" for the
4 payment of a vehicle or a Non-Floored Vehicle, Allison Automotive shall notify ALLY within
5 one business day of receiving the trade-in by email to the following email address:
6 kyle.deutsch@ally.com. Furthermore, Allison Automotive shall promptly pay or satisfy any liens
7 or amounts owing against the trade-in vehicle. Allison Automotive may subsequently sell the
8 trade-in as a Non-Floored Vehicle in accordance with subparagraphs a, b, c and d above;

9 f. Trades or transfers of vehicles by Allison Automotive with other dealers
10 ("Dealer Trades") are prohibited without the written consent of ALLY. Requests for Dealer
11 Trades shall be made via email to the following email address: kyle.deutsch@ally.com;

12 g. Allison Automotive shall limit the use of Demonstrators to customer test
13 drives.

14 h. Allison Automotive may sell parts, accessories, or related supplies
15 ("Parts") in the ordinary course of its service department's business but Allison Automotive shall
16 use the proceeds from the cost of the Parts sold to either (1) buy replacement Parts, or (2) pay
17 Allison Automotive's invoice cost on account of part's sales, in the form of cashier's checks or
18 other immediately available funds to ALLY. While Allison Automotive continues to use parts, it
19 must replenish the parts inventory to adequately protect and maintain ALLY's collateral position.
20 Allison Automotive shall submit to ALLY a written accounting upon its request of the following:

- 21 (i) Parts sold the previous week;
22 (ii) Parts ordered as replacements the previous week; and,
23 (iii) Payment for any parts not replaced the previous week.

24 5. Allison Automotive is restrained from removing any of the Collateral in such
25 manner as to make it less available to seizure by levying officer and/or impairing the value of the
26 subject Collateral.

27 6. Allison Automotive shall permit ALLY and its authorized agents and employees to
28 enter upon Allison Automotive's Dealership sales lot at 9190 S. Virginia St., Reno NV 89511

1 during business operating hours. ALLY shall be authorized to hold possession of keys to all
2 vehicles, to be present while all mail and other package deliveries are opened and to review the
3 cash receipts journals on a daily basis. ALLY is authorized to conduct audits and inspections of
4 the Collateral and Allison Automotive's books and records, including making photocopies
5 thereof. Allison Automotive shall deliver copies of all bank statements to ALLY within one hour
6 of receipt by Allison Automotive of such statements each day.

7 7. The Court finds, for the purposes of this Order, that the value of Allison
8 Automotive's assets is approximately \$2,957,433.14, which is less than the principal amounts of
9 the contractual obligations totaling \$4,087,816.33 it owes to ALLY by \$1,130,383.19. Under
10 Nevada Revised Statute section 31.863, ALLY is not required to file an undertaking. The
11 findings in this paragraph in particular, and the findings in this order generally, are subject to
12 review and reconsideration at the time of the hearing set for the writ of possession and injunctive
13 relief.

14 8. Allison Automotive must, and its officers and employees must cause Allison
15 Automotive to, comply with all its agreements with ALLY.

16 9. Hearing on ALLY's application for writ of possession and injunctive relief is set in
17 this Courtroom on December 9, 2010, at 10:00 am.
18 Allison Automotive shall file and serve any responsive papers no later than
19 December 6, 2010. ALLY shall file any reply papers no later than
20 December 8, 2010.

21 10. In the event that Allison Automotive violates any term or terms of this Temporary
22 Restraining Order, ALLY may file an ex parte application to enforce the Temporary Restraining
23 Order in the manner provided by the Local Rules. The Court may review such ex parte
24 application prior to the date of the hearing on the writ of possession and injunctive relief and the
25 Court may enter an order to enforce the terms of this Temporary Restraining Order as reasonably
26 necessary, including, but not limited to, issuing an immediate order for writ of possession or turn-
27 over of funds or imposition of sanctions.

28 11. This order shall issue immediately.

1 12. This Order shall remain in effect until modified by further order of this Court, or
2 modified by written agreement signed by plaintiff ALLY and defendants Allison Automotive
3 filed with and approved by order of this Court.
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5 IT IS SO ORDERED:

6 DATED this 30th day of November, 2010,
7 11:15 am.

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11 _____
12 LARRY R. HICKS
13 UNITED STATES DISTRICT JUDGE
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EXHIBIT A

| BC | Dealer # | VIN | NU | Year | Model | Note Date | Days Out Balance |
|-----|----------|--------------|--------|------|----------------|-----------|------------------|
| 085 | 0129 | WA1WNMAFE7BD | 000851 | N | 2011 Q7 | 10/27/10 | 16.00 |
| 085 | 0129 | WAUAVAFD6BN | 000917 | N | 2011 A8 | 10/20/10 | 62.00 |
| 085 | 0129 | WA1CMBFE5BD | 001084 | N | 2011 Q7 | 11/01/10 | 42.00 |
| 085 | 0129 | 4A3AB76T93E | 001220 | N | 2009 GALANT | 10/20/10 | 386.00 |
| 085 | 0129 | 4A3AB76T89E | 001564 | N | 2009 GALANT | 10/20/10 | 386.00 |
| 085 | 0129 | WA1CMAFE7BD | 003025 | N | 2011 Q7 | 11/02/10 | 8.00 |
| 085 | 0129 | WAUBFAFL4BN | 003226 | N | 2011 A4 | 10/20/10 | 106.00 |
| 085 | 0129 | WA1LGAFEC3BD | 003286 | N | 2011 Q7 | 11/10/10 | 0.00 |
| 085 | 0129 | WUAAU34279N | 003292 | U | 2009 R8 | 08/20/10 | 82.00 |
| 085 | 0129 | TRURD38J481 | 003294 | U | 2008 TT | 07/22/10 | 111.00 |
| 085 | 0129 | TRURD38J981 | 003369 | U | 2008 TT | 07/23/10 | 110.00 |
| 085 | 0129 | WA1VMAFE8AD | 003378 | N | 2010 Q7 | 11/01/10 | 261.00 |
| 085 | 0129 | WA1LMAFEXBD | 003522 | N | 2011 Q7 | 11/10/10 | 0.00 |
| 085 | 0129 | WAULK78K89N | 003781 | U | 2009 A4 | 07/30/10 | 103.00 |
| 085 | 0129 | JA4JT4AX5AZ | 005796 | N | 2010 OUTLANDER | 10/20/10 | 316.00 |
| 085 | 0129 | JA4JT5AXXAZ | 006187 | N | 2010 OUTLANDER | 10/20/10 | 316.00 |
| 085 | 0129 | JA4AT2AW0AZ | 006401 | N | 2010 OUTLANDER | 10/20/10 | 293.00 |
| 085 | 0129 | 4A3AB6S59E | 006484 | N | 2009 GALANT | 10/20/10 | 386.00 |
| 085 | 0129 | 4A3AB76T39E | 006591 | N | 2009 GALANT | 10/20/10 | 386.00 |
| 085 | 0129 | 4A3AB76T59E | 006754 | N | 2009 GALANT | 10/20/10 | 386.00 |
| 085 | 0129 | WAUBFAFL9BN | 007689 | N | 2011 A4 | 08/31/10 | 71.00 |
| 085 | 0129 | WAUKJBFM08A | 007675 | N | 2011 A3 | 10/20/10 | 105.00 |
| 085 | 0129 | WAUBGAFB8BN | 008111 | N | 2011 A6 | 10/20/10 | 85.00 |
| 085 | 0129 | WAUDK78T49A | 008190 | U | 2009 A5 | 09/09/10 | 62.00 |
| 085 | 0129 | JA32U1FLUXAU | 008760 | N | 2010 LANCER | 10/20/10 | 376.00 |
| 085 | 0129 | JA32V6FV5AU | 008863 | N | 2010 LANCER | 10/20/10 | 376.00 |
| 085 | 0129 | WA1EV74L88D | 008883 | U | 2008 Q7 | 08/17/10 | 85.00 |
| 085 | 0129 | 4A37L3ETXAE | 008926 | N | 2010 ECLIPSE | 10/20/10 | 362.00 |
| 085 | 0129 | 4A37L3ET3AE | 008931 | N | 2010 ECLIPSE | 10/20/10 | 362.00 |
| 085 | 0129 | JA32V6FV4AU | 009146 | N | 2010 LANCER | 10/20/10 | 376.00 |
| 085 | 0129 | JA32Y6HV2AU | 009549 | N | 2010 LANCER | 10/20/10 | 376.00 |
| 085 | 0129 | 4A32B3F77AE | 009781 | N | 2010 GALANT | 10/20/10 | 362.00 |
| 085 | 0129 | 4A4JN3AS5AE | 009815 | N | 2010 ENDEAVOR | 10/20/10 | 362.00 |
| 085 | 0129 | 4A4JN3AS2AE | 009884 | N | 2010 ENDEAVOR | 10/20/10 | 362.00 |
| 085 | 0129 | 4A4JN3AS4AE | 010258 | N | 2010 ENDEAVOR | 10/20/10 | 362.00 |
| 085 | 0129 | WAUWFAFL0BA | 010540 | N | 2011 A4 | 10/20/10 | 41.00 |
| 085 | 0129 | JA32V6FV8AU | 010977 | N | 2010 LANCER | 10/20/10 | 377.00 |
| 085 | 0129 | JA32XBHNVXAU | 011138 | N | 2010 LANCER | 10/20/10 | 377.00 |

Exhibit A

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|-----|------|--------------|--------|---|------|-----------|----------|--------|-----------|
| 085 | 0129 | WAUFEAFR0BA | 011334 | N | 2011 | A5 | 10/20/10 | 70.00 | 41,871.18 |
| 085 | 0129 | JAS2Y6HV1AU | 011392 | N | 2010 | LANCER | 10/20/10 | 351.00 | 29,571.84 |
| 085 | 0129 | JAS2Y6HV8AU | 011471 | N | 2010 | LANCER | 10/20/10 | 351.00 | 27,004.84 |
| 085 | 0129 | JAS2U2FU2AU | 011576 | N | 2010 | LANCER | 10/20/10 | 351.00 | 16,906.22 |
| 085 | 0129 | WAUWKBF3BA | 012428 | N | 2011 | Q5 | 10/21/10 | 20.00 | 50,065.00 |
| 085 | 0129 | JAAAT2AW5AZ | 012498 | N | 2010 | OUTLANDER | 10/20/10 | 201.00 | 22,788.74 |
| 085 | 0129 | JAAAT2AW1AZ | 012889 | N | 2010 | OUTLANDER | 10/20/10 | 201.00 | 22,788.74 |
| 085 | 0129 | JAAJT4AX6AZ | 012918 | N | 2010 | OUTLANDER | 10/20/10 | 201.00 | 25,643.44 |
| 085 | 0129 | JAAJT4AX1AZ | 012955 | N | 2010 | OUTLANDER | 10/20/10 | 201.00 | 25,643.44 |
| 085 | 0129 | JAAAT2AW2AZ | 012958 | N | 2010 | OUTLANDER | 10/20/10 | 201.00 | 22,788.74 |
| 085 | 0129 | JAAAT2AWXAZ | 012979 | N | 2010 | OUTLANDER | 10/20/10 | 201.00 | 22,788.74 |
| 085 | 0129 | JAAAT2AW8AZ | 013032 | N | 2010 | OUTLANDER | 10/20/10 | 201.00 | 22,788.74 |
| 085 | 0129 | JAAAT2AW6AZ | 013210 | N | 2010 | OUTLANDER | 10/20/10 | 201.00 | 22,788.74 |
| 085 | 0129 | 4A4JN3AS9AE | 013351 | N | 2010 | ENDEAVOR | 10/20/10 | 295.00 | 30,453.19 |
| 085 | 0129 | JAAJT5AX9AZ | 013356 | N | 2010 | OUTLANDER | 10/20/10 | 191.00 | 28,339.50 |
| 085 | 0129 | WAUWFAFL6BA | 013636 | N | 2011 | A4 | 10/20/10 | 75.00 | 41,883.25 |
| 085 | 0129 | 4A32B3FF5AE | 014428 | N | 2010 | GALANT | 10/20/10 | 287.00 | 23,388.41 |
| 085 | 0129 | 4A32B3FF1AE | 014541 | N | 2010 | GALANT | 10/20/10 | 287.00 | 21,124.37 |
| 085 | 0129 | JAS2Y6HV1AU | 014602 | N | 2010 | LANCER | 10/20/10 | 351.00 | 27,004.84 |
| 085 | 0129 | 4A32B3FF9AE | 014934 | N | 2010 | GALANT | 10/20/10 | 278.00 | 21,124.37 |
| 085 | 0129 | WAUFEAFEL1AN | 015950 | N | 2010 | A4 | 10/20/10 | 282.00 | 37,167.00 |
| 085 | 0129 | WA1AY74L39D | 016297 | U | 2009 | Q7 | 08/06/10 | 96.00 | 34,375.00 |
| 085 | 0129 | JAS2U1FUXAU | 016941 | N | 2010 | LANCER | 10/20/10 | 334.00 | 16,843.22 |
| 085 | 0129 | WA1EV74L48D | 018116 | U | 2008 | Q7 | 08/05/10 | 97.00 | 42,275.00 |
| 085 | 0129 | WAUBFAFL0AN | 018563 | N | 2010 | A4 | 02/23/10 | 260.00 | 34,414.00 |
| 085 | 0129 | JAS2W5FV4AU | 018579 | N | 2010 | LANCER | 10/20/10 | 316.00 | 39,596.82 |
| 085 | 0129 | WAUDF48H27K | 018920 | U | 2007 | A4 | 08/12/10 | 90.00 | 18,700.00 |
| 085 | 0129 | JAS2U2FU7AU | 019141 | N | 2010 | LANCER | 10/20/10 | 289.00 | 16,931.22 |
| 085 | 0129 | JAS2U1FU6AU | 019366 | N | 2010 | LANCER | 10/20/10 | 289.00 | 16,843.22 |
| 085 | 0129 | JAS2Y6HV9AU | 019367 | N | 2010 | LANCER | 10/20/10 | 293.00 | 29,463.84 |
| 085 | 0129 | JAS2W8FV5AU | 019483 | N | 2010 | LANCER | 10/20/10 | 307.00 | 34,328.32 |
| 085 | 0129 | JAS2U2FU8AU | 019651 | N | 2010 | LANCER | 10/20/10 | 261.00 | 17,789.16 |
| 085 | 0129 | JAS2X8HW2AU | 019735 | N | 2010 | LANCER | 10/20/10 | 285.00 | 19,027.16 |
| 085 | 0129 | WAULFAFRXBA | 019981 | N | 2011 | A5 | 10/20/10 | 35.00 | 41,365.48 |
| 085 | 0129 | JAS2X8HWXAU | 020132 | N | 2010 | LANCER | 10/20/10 | 285.00 | 19,027.16 |
| 085 | 0129 | WAUDK78T08A | 021016 | U | 2008 | A5 | 07/22/10 | 111.00 | 37,725.00 |
| 085 | 0129 | WA1WKAF2BA | 021261 | N | 2011 | Q5 | 10/27/10 | 15.00 | 48,944.00 |
| 085 | 0129 | WAUBFAFL3AN | 022557 | N | 2010 | A4 | 02/23/10 | 260.00 | 33,692.00 |
| 085 | 0129 | WAUDK78T99A | 023204 | U | 2009 | A5 | 07/22/10 | 111.00 | 39,825.00 |
| 085 | 0129 | WAUFEAFEL6AN | 024787 | N | 2010 | A4 | 10/20/10 | 282.00 | 36,591.00 |
| 085 | 0129 | WAUVVAFR6BA | 025096 | N | 2011 | S5 | 10/27/10 | 15.00 | 58,579.53 |

Exhibit A

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|-----|------|-------------|--------|---|------|-------------|----------|--------|-----------|
| 085 | 0129 | WA1AV74L77D | 026126 | U | 2007 | Q7 | 10/20/10 | 71.00 | 23,550.00 |
| 085 | 0129 | WAUWFAFL0BA | 026981 | N | 2011 | A4 | 10/20/10 | 58.00 | 38,588.63 |
| 085 | 0129 | WAUWFAFL1BA | 027395 | N | 2011 | A5 | 11/02/10 | 8.00 | 41,871.18 |
| 085 | 0129 | WAUWFAFL1BA | 027508 | N | 2011 | A4 | 10/20/10 | 58.00 | 38,588.63 |
| 085 | 0129 | WAU3VAFR8BA | 029069 | N | 2011 | S5 | 11/10/10 | 0.00 | 59,853.38 |
| 085 | 0129 | WAUWFAFL9AN | 030177 | N | 2010 | A4 | 10/20/10 | 261.00 | 35,140.00 |
| 085 | 0129 | WA1BY74L58D | 030978 | U | 2008 | Q7 | 08/31/10 | 71.00 | 31,125.00 |
| 085 | 0129 | WAUDF48H87K | 034684 | U | 2007 | A4 | 08/13/10 | 89.00 | 20,355.00 |
| 085 | 0129 | 4A3AL25FX8E | 040490 | U | 2008 | ECLIPSE | 10/20/10 | 121.00 | 13,550.00 |
| 085 | 0129 | 4A3AL25FX8E | 040649 | U | 2008 | ECLIPSE | 10/20/10 | 133.00 | 13,600.00 |
| 085 | 0129 | WAUGN94F37N | 041297 | U | 2007 | S6 | 06/10/10 | 153.00 | 40,875.00 |
| 085 | 0129 | WAUKGAF4LBA | 044914 | N | 2011 | S4 | 11/02/10 | 8.00 | 53,997.03 |
| 085 | 0129 | WA1KC78R29A | 045652 | U | 2009 | Q5 | 09/21/10 | 50.00 | 37,225.00 |
| 085 | 0129 | WAUDH74F97N | 052237 | U | 2007 | A6 | 08/09/10 | 93.00 | 24,955.00 |
| 085 | 0129 | WAUKF78E88A | 061308 | U | 2008 | A4 | 06/21/10 | 142.00 | 23,700.00 |
| 085 | 0129 | YV1MC67219J | 071518 | U | 2009 | C70 | 10/20/10 | 90.00 | 24,050.00 |
| 085 | 0129 | WA1BY74L37D | 083404 | U | 2007 | Q7 | 08/12/10 | 90.00 | 28,225.00 |
| 085 | 0129 | WDBWK54F06F | 085488 | U | 2006 | SLK280 | 10/20/10 | 33.00 | 16,500.00 |
| 085 | 0129 | WA1BY74L77D | 093188 | U | 2007 | Q7 | 08/12/10 | 90.00 | 26,225.00 |
| 085 | 0129 | 3GCRKSEA3AG | 102677 | U | 2010 | SILVERADO | 10/20/10 | 22.00 | 24,850.00 |
| 085 | 0129 | SALFR24N48H | 108712 | U | 2008 | LRF2 | 10/20/10 | 48.00 | 20,750.00 |
| 085 | 0129 | 1GCEC19058E | 109140 | U | 2008 | SILVERADO | 04/28/10 | 344.00 | 10,812.00 |
| 085 | 0129 | 1G2ZA5E1A4 | 111196 | U | 2010 | G6 | 10/20/10 | 75.00 | 11,950.00 |
| 085 | 0129 | 1ZVBP8E1A5 | 122489 | U | 2010 | MUSTANG | 10/20/10 | 155.00 | 18,750.00 |
| 085 | 0129 | WAUHF78P67A | 124286 | U | 2007 | A3 | 03/16/10 | 239.00 | 13,435.00 |
| 085 | 0129 | SALSF254X8A | 133698 | U | 2008 | RANGE ROVER | 08/12/10 | 90.00 | 39,925.00 |
| 085 | 0129 | WAUDF78E28A | 135413 | U | 2008 | A4 | 09/07/10 | 64.00 | 23,005.00 |
| 085 | 0129 | SALSF25488A | 136132 | U | 2008 | RANGE ROVER | 08/12/10 | 90.00 | 39,925.00 |
| 085 | 0129 | 1GCHK23678F | 151872 | U | 2008 | SILVERADO | 08/23/10 | 79.00 | 41,275.00 |
| 085 | 0129 | 1Z7HC2K67S | 155787 | U | 2007 | RAIDER | 10/20/10 | 93.00 | 7,837.50 |
| 085 | 0129 | WAUDH74F58N | 168214 | U | 2008 | A6 | 08/05/10 | 97.00 | 29,225.00 |
| 085 | 0129 | 3GCRKSE35AG | 176368 | U | 2010 | SILVERADO | 10/20/10 | 22.00 | 25,850.00 |
| 085 | 0129 | 1GNUKBE02AR | 197855 | U | 2010 | TAHOE K1500 | 10/20/10 | 23.00 | 33,350.00 |
| 085 | 0129 | 1G2ZG57B094 | 215637 | U | 2009 | G6 | 10/20/10 | 146.00 | 9,850.00 |
| 085 | 0129 | KNAFG628497 | 248078 | U | 2009 | RONDO | 10/20/10 | 153.00 | 9,350.00 |
| 085 | 0129 | 1B3LC56K58N | 269900 | U | 2008 | AVENGER | 10/20/10 | 134.00 | 10,250.00 |
| 085 | 0129 | SALMF13488A | 285825 | U | 2008 | RANGE ROVER | 11/01/10 | 386.00 | 41,106.27 |
| 085 | 0129 | WBAEK734558 | 324447 | U | 2005 | K73 | 10/20/10 | 358.00 | 19,098.00 |
| 085 | 0129 | 4T1BE32K45U | 405140 | U | 2005 | CAMRY | 10/20/10 | 40.00 | 6,862.50 |
| 085 | 0129 | WBAPH53569A | 435640 | U | 2009 | 328I | 10/20/10 | 28.00 | 22,650.00 |
| 085 | 0129 | 2V8HW34189R | 578232 | U | 2009 | ROUTAN | 10/20/10 | 162.00 | 16,525.00 |

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|-----|------|-------------------|--------|---|------|--------------|----------|--------|-----------|
| 085 | 0129 | 1JAGA39179L | 769920 | U | 2009 | WRANGLERUNLI | 10/20/10 | 110.00 | 21,550.00 |
| 085 | 0129 | WUARL48H85K | 901048 | U | 2005 | S4 | 08/02/10 | 100.00 | 22,225.00 |
| 085 | 0129 | WAIVMBFE1BD | 000541 | N | 2011 | Q7 | | | 63,621.50 |
| 085 | 0129 | WAIVMAFEXBD | 002024 | N | 2001 | Q7 | | | 60,107.00 |
| 085 | 0129 | WAUUL98EX8A | 091231 | U | 2008 | S4 | | | 36,725.00 |
| 085 | 0129 | 1GCJTODE4A8 | 100155 | U | 2010 | COLORADO | | | 20,850.00 |
| 085 | 0129 | 1FTFWIEVZAF | 002344 | U | 2010 | LGT CONVTL | 10/20/10 | 23.00 | 24,850.00 |
| 085 | 0129 | 1FTSWZBR9AE | 004961 | U | | | | | 34,050.00 |
| 085 | 0129 | WU3VAFR8BA029069 | 029069 | N | 2010 | SRW SUPER DU | 10/20/10 | 22.00 | 59,853.38 |
| 085 | 0129 | WU1LGAFE3BD003286 | 003286 | N | | | | | 51,982.25 |

130 units

4,064,646.55

Exhibit A

EXHIBIT B

All tangible and intangible personal property of Allison Automotive Group, Inc., including but not limited to all inventory, parts, accessories, furniture, fixtures, equipment, machinery, trailers, tractors, implements, accounts receivables, documents, instruments, contracts rights, cash and cash equivalents, and all other personal property located at 9190 S. Virginia Street, Reno, NV 89511, and all other deposit accounts of Allison Automotive Group, Inc.

The foregoing includes, but is not limited to:

all keys, manufacturers certificates of title, documents of title, bills of sale, invoices, and other records or instruments of ownership by Allison Automotive pertaining to the vehicles listed on Exhibit A; and

all documents, books, records, papers, accounts, chattel paper, electronic chattel paper, instruments, promissory notes, general intangibles, payment intangibles, supporting obligations, contract rights, software, or any similar types of tangible or intangible property relating to or comprising the vehicle and non-vehicle collateral.

Exhibit B